

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W81W3G-5095-0310		PAGE 1 OF 29	
2. CONTRACT NO. W912DR-05-P-0310		3. AWARD/EFFECTIVE DATE 23-May-2005		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DR-05-T-0070	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CHERI R AMES				b. TELEPHONE NUMBER (No Collect Calls) 410-962-3526	
9. ISSUED BY USAED - BALTIMORE 10 SOUTH HOWARD STREET BALTIMORE MD 21201 TEL: FAX:		CODE W912DR		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 238290 SIZE STANDARD:12.0M		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
						12. DISCOUNT TERMS 0% NET 30 DAYS	
						13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
						13b. RATING	
				14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO TIOGA-HAMMOND/COWANESQUE LAKE PAXTON WHIPPLE RD 1, BOX 65 TIOGA PA 16946		CODE E1R0250		16. ADMINISTERED BY <div style="text-align: center; font-weight: bold;">SEE ITEM 9</div>			
17a. CONTRACTOR/OFFEROR NORTHERN TIER FABRICATION STEPHEN BANOS RR# 2 BOX 98A TIOGA PA 16946-9551 TEL. 570-835-5569		CODE 3F1R0 FACILITY CODE 3F1R0		18a. PAYMENT WILL BE MADE BY USACE FINANCE CENTER ATTN: EFT/DISBURSING 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE					
						23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$27,525.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
				<i>Shelia D. Salter</i>		23-May-2005	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) SHELIA D SALTER / ADDED BY SUMI TEL: 410-962-0175 EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 29	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY (<i>Print</i>)			
			42b. RECEIVED AT(<i>Location</i>)			
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS		

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Each	\$9,175.00	\$9,175.00
	SUPPLY ALL LABOR, EQUIPMENT AND FFP				
	SUPPLY ALL LABOR, EQUIPMENT AND MATERIAL TO CONSTRUCT AND INSTALL (3) COMPLETELY OPERATIONAL SLIDING "AUTOMATIC" SECURITY GATE FOR THE U.S. ARMY CORPS OF ENGINEERS AT THE FOLLOWING LOCATIONS; (1) AT THE COWANESQUE LAKE DAM NEAR LAWRENCEVILLE, . ACCORDING TO THE ENCLOSED SPECIFICATIONS.				
	VENDOR POC: STEPHEN BANOS @ 570-835-5569				
	GOVT POC: LYNN WHIPPLE @ 570-835-0107				
	BUYER POC: CHERI AMES @ 410-962-3526				
	PURCHASE REQUEST NUMBER: W81W3G-5095-0310				

NET AMT	\$9,175.00
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ACRN AA Funded Amount	\$9,175.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Each	\$9,175.00	\$9,175.00
	SUPPLY ALL LABOR, EQUIPMENT AND FFP				
	SUPPLY ALL LABOR, EQUIPMENT AND MATERIAL TO CONSTRUCT AND INSTALL A COMPLETELY OPERATIONAL SLIDING "AUTOMATIC" SECURITY GATE (1) THE TIOGA DAM, NEAR TIOGA, PA. ACCORDING TO THE ENCLOSED SPECIFICATIONS.				
	PURCHASE REQUEST NUMBER: W81W3G-5095-0310				

NET AMT	\$9,175.00
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ACRN AA Funded Amount	\$9,175.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Each	\$9,175.00	\$9,175.00

SUPPLY ALL LABOR, EQUIPMENT AND FFP

SUPPLY ALL LABOR, EQUIPMENT AND MATERIAL TO CONSTRUCT AND INSTALL A COMPLETELY OPERATIONAL SLIDING "AUTOMATIC" SECURITY AT THE IVES RUN RECREATION AREA NEAR TIOGA, PA. ACCORDING TO THE ENCLOSED SPECIFICATIONS.

PURCHASE REQUEST NUMBER: W81W3G-5095-0310

NET AMT	\$9,175.00
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ACRN AA Funded Amount

\$9,175.00

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	15-JUL-2005	1	TIOGA -HAMMOND/COWANESQUE LAKE PAXTON WHIPPLE RD 1, BOX 65 TIOGA PA 16946 570-835-5281 FOB: Destination	E1R0250
0002	15-JUL-2005	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0250

0003 15-JUL-2005

1

(SAME AS PREVIOUS LOCATION)
FOB: Destination

E1R0250

ACCOUNTING AND APPROPRIATION DATA

AA: 96 NA X 3123.0000 E1 X 08 2420 004150 96181 2520 506C48 NA 506C48
 AMOUNT: \$27,525.00

CLAUSES INCORPORATED BY FULL TEXT

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)—ALTERNATE I (OCT 1995)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(End of clause)

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) - ALTERNATE I (APR 1984)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence. Unless otherwise stated in this contract, payments to an assignee of any amounts due or to become due under this contract shall not, to the extent specified in the Act, be subject to reduction or setoff.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

52.243-1 CHANGES--FIXED-PRICE (AUG 1987) - ALTERNATE I (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)

(a) The Contracting Officer may, in writing, order changes in the drawings and specifications within the general scope of the contract.

(b) The Contractor shall promptly notify the Contracting Officer, in writing, of subsurface or latent physical conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site before proceeding with the work.

(c) If changes under paragraph (a) or conditions under paragraph (b) increase or decrease the cost of, or time required for performing the work, the Contracting Officer shall make an equitable adjustment (see paragraph (d)) upon submittal of a "proposal for adjustment" (hereafter referred to as proposal) by the Contractor before final payment under the contract.

(d) The Contracting Officer shall not make an equitable adjustment under paragraph (b) unless--

(1) The Contractor has submitted and the Contracting Officer has received the required written notice; or

(2) The Contracting Officer waives the requirement for the written notice.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause.

(End of clause)

52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any Government inspection and testing required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the Government.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

252.219-7011 NOTIFICATION TO DELAY PERFORMANCE (JUN 1998)

The Contractor shall not begin performance under this purchase order until 2 working days have passed from the date of its receipt. Unless the Contractor receives notification from the Small Business Administration that it is ineligible for this 8(a) award, or otherwise receives instructions from the Contracting Officer, performance under this purchase order may begin on the third working day following receipt of the purchase order. If a determination of ineligibility is issued within the 2-day period, the purchase order shall be considered canceled.

(End of clause)

252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (APR 2003)

(a) Definitions. As used in this clause--

(1) Component means an article, material, or supply incorporated directly into an end product.

(2) Domestic end product means--

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that--

(A) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

- (B) It is inconsistent with the public interest to apply the restrictions of the Buy American Act.
- (3) End product means those articles, materials, and supplies to be acquired under this contract for public use.
- (4) Foreign end product means an end product other than a domestic end product.
- (5) Qualifying country means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.
- (6) Qualifying country component means a component mined, produced, or manufactured in a qualifying country.
- (7) Qualifying country end product means--
 - (i) An unmanufactured end product mined or produced in a qualifying country; or
 - (ii) An end product manufactured in a qualifying country if the cost of the following types of components exceeds 50 percent of the cost of all its components:
 - (A) Components mined, produced, or manufactured in a qualifying country.
 - (B) Components mined, produced, or manufactured in the United States.
 - (C) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States.
- (b) This clause implements the Buy American Act (41 U.S.C. Section 10a-d). Unless otherwise specified, this clause applies to all line items in the contract.
- (c) The Contractor shall deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American Act--Balance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product, the Contractor shall deliver a qualifying country end product or, at the Contractor's option, a domestic end product.
- (d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

(End of clause)

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003)

- (a) Definition. Qualifying country, as used in this clause, means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation (FAR) Supplement.
- (b) Subject to the restrictions in section 225.872 of the Defense FAR Supplement, the Contractor shall not preclude qualifying country sources or U.S. sources from competing for subcontracts under this contract.

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)

(a) Definitions. As used in this clause--

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)
(JAN 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(vi) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Oct 2003).

(v) 52.233-1, Disputes (Jul 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (Jul 2004).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.).

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts over \$25,000).

(vi) 52.222-41, Service Contract Act, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the **acquisition--**

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (Oct 2003). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d)).

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2005) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>
<http://www.farsite.hill.af.mil>
<http://www.dtic.mil/dfars>
<http://www.ccr.gov/index.cfm>
<http://www.ebs.nab.usace.army.mil>
<http://www.sba.gov/regulations/siccodes>
<http://www.dnb.com>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is

determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

WAGE DETERMINATIONS

WAGE DETERMINATION DECISION of the SECRETARY OF LABOR

The following wage determination will be used to conform with the requirements of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) of the Contract clauses:

Decision No. PA030014 dated 1 April 2005

HEAVY CONSTRUCTION WAGE SCHEDULES FOR TIOGA COUNTY
APPLY TO THIS PROJECT.

ONLY

General Decision Number: PA030014 04/01/2005 PA14

Superseded General Decision Number: PA020014

State: Pennsylvania

Construction Types: Heavy and Highway

Counties: Adams, Berks, Bradford, Carbon, Columbia, Cumberland, Dauphin, Juniata, Lackawanna, Lancaster, Lebanon, Lehigh, Luzerne, Lycoming, Monroe, Montour, Northampton, Northumberland, Perry, Pike, Schuylkill, Snyder, Sullivan, Susquehanna, Tioga, Union, Wayne, Wyoming and York Counties in Pennsylvania.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS (Excluding Sewer Grouting Projects and Excluding Sewage and Water Treatment Plant Projects)

Modification Number	Publication Date
0	06/13/2003
1	11/14/2003
2	11/21/2003
3	12/05/2003
4	12/12/2003

5	01/16/2004
6	03/05/2004
7	04/16/2004
8	06/18/2004
9	06/25/2004
10	07/09/2004
11	07/30/2004
12	08/13/2004
13	09/17/2004
14	09/24/2004
15	10/22/2004
16	12/10/2004
17	01/21/2005
18	03/04/2005
19	03/11/2005
20	04/01/2005

BOIL0013-003 01/02/2005

	Rates	Fringes
Boilermaker.....	\$ 31.78	21.29

CARP0076-011 05/01/2004COLUMBIA, MONTOUR, NORTHUMBERLAND, SCHUYLKILL, SNYDER, UNION,
the lower part of Luzerne county, Carbon County, Banks,
Lusanna, Lehigh, Packer, Kidder townships, and part of Penn
Forest

	Rates	Fringes
Millwright.....	\$ 23.81	10.60

CARP0191-002 05/01/2004

YORK COUNTY

	Rates	Fringes
Millwright.....	\$ 21.32	8.10

CARP0287-009 05/01/2004ADAMS, CUMBERLAND, DAUPHIN, JUNIATA, LANCASTER, LEBANON, PERRY,
NEW CUMBERLAND ARMY DEPOT AND HARRISBURG YORK STATE AIRPORT IN
YORK COUNTY

	Rates	Fringes
Millwright.....	\$ 24.31	10.12

CARP0454-005 07/01/2004

LEHIGH AND NORTHAMPTON COUNTIES

	Rates	Fringes
Piledriverman.....	\$ 30.60	19.69+A

Footnote: PAID HOLIDAYS: Washington's Birthday, Memorial
Day, Independence Day, Labor Day, Thanksgiving Day, and
Christmas Day (provided the employee works the day before
the holiday and the day after the holiday).

CARP0492-002 05/01/2004

BERKS COUNTY

	Rates	Fringes
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Millwright.....	\$ 25.94	8.42

CARP0600-005 07/01/2004		
LEHIGH AND NORTHAMPTON COUNTIES		
	Rates	Fringes
Carpenter.....	\$ 26.93	13.86

CARP1906-002 07/01/2004		
CARBON (Townships: East Penn, Lower Towamensing, Mahoning, Franklin, Towamensing, Penn Forest. Everything south of Route 903 and east to the Kidder Township Line. Boroughs: Hauto, Nesquehoning, Lansford, Summit Hill, Jim Thorpe, Weissport, Bownmanstown, Palmerton, Lehigh, and Parryville) , LEHIGH AND NORTHAMPTON COUNTIES		
	Rates	Fringes
Millwright.....	\$ 27.83	14.87

CARP2235-008 01/01/2004		
EXCEPT LEHIGH AND NORTHAMPTON COUNTIES		
	Rates	Fringes
Piledriverman.....	\$ 25.22	8.98

CARP2274-002 05/01/2004		
EXCEPT LEHIGH AND NORTHAMPTON COUNTIES		
	Rates	Fringes
Carpenter.....	\$ 22.24	6.67

ELEC0126-001 07/01/2004		
	Rates	Fringes
Line Construction:		
(ADAMS, CUMBERLAND, DAUPHIN, LANCASTER, LEBANON, JUNIATA, PERRY AND YORK COUNTIES)		
Groundman.....	\$ 16.51	4.80+18.75%
Lineman.....	\$ 27.52	4.80+18.75%
Truck Driver.....	\$ 17.89	4.80+18.75%
Winch Truck Operator.....	\$ 19.26	4.80+18.75%
Line Construction:		
(BERKS AND LEHIGH NORTHAMPTON COUNTIES)		
Groundman.....	\$ 17.94	4.80+18.75%
Lineman.....	\$ 32.55	4.80+18.75%
Truck Driver.....	\$ 19.44	4.80+18.75%
Winch Truck Operator.....	\$ 21.36	4.80+18.75%

ELEC1319-001 12/02/2002		
BRADFORD, CARBON, COLUMBIA, LACKAWANNA, LUZERNE, LYCOMING, MONROE, MONTGOMERY, NORTHAMPTON, PIKE, SCHUYLKILL, SNYDER, SULLIVAN, SUSQUEHANNA, TIOGA, UNION, WAYNE, AND WYOMING COUNTIES		
	Rates	Fringes
Line Construction:		
Groundmen.....	\$ 18.14	6%+6.80

Lineman.....	\$ 28.79	6%+6.80
Truck Drivers.....	\$ 20.15	6%+6.80
Winch Truck Operators.....	\$ 20.44	6%+6.80

ELEC2011-001 05/01/1988ADAMS, BERKS, CUMBERLAND, DAUPHIN, JUNIATA, LANCASTER, LEBANON,
LEHIGH, NORTHAMPTON, AND PERRY COUNTIES

	Rates	Fringes
Line Construction:		
(RAILROAD ONLY)		
GROUP 1.....	\$ 12.34	6%+.06+A
GROUP 2.....	\$ 12.34	6%+.60+A
GROUP 3.....	\$ 10.78	6%+.60+A

FOOTNOTE:

A. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Election Day, Thanksgiving Day and Christmas Day, provided the employee works the day before and after the holiday.

LINE CONSTRUCTION CLASSIFICATIONS

GROUP 1: Linemen

GROUP 2: Hoisting equipment - when erecting complete towers, erecting framed structures, erecting steel transmission poles, erecting railroad pole extensions and crossbeams and when operating personnel lift baskets. Tension pulling equipment under energized conditions - parallel with other energized circuits or above energized circuits on same structure not to include crossovers. Bundled conductor stringing including static conductors on bundled conductor lines. Excavating augers 36" inches in diameter or larger, 5/8 cubic yard, backhoe and larger, trencher over four feet in depth, bulldozer D-6 (caterpillar) or larger, and blade on finish grade work.

GROUP 3: Operators of all other equipment.

ENGI0542-004 05/01/2004

	Rates	Fringes
Power equipment operators:		
(HIGHWAY CONSTRUCTION AND		
WATER LINES CONSTRUCTION		
(OFF PLANT SITE))		
GROUP 1.....	\$ 20.697	13.38
GROUP 1a.....	\$ 23.22	14.04
GROUP 2.....	\$ 20.02	12.81
GROUP 3.....	\$ 19.46	12.47
GROUP 4.....	\$ 19.02	12.33
GROUP 5.....	\$ 18.51	12.18
GROUP 6.....	\$ 21.21	13.44
GROUP 6a.....	\$ 23.46	14.10

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 - Pile drivers, all types of cranes, all types of backhoes, draglines, keystones, all types of shovels, derricks, trench shovels, trenching machines, paver (blacktop and concrete), gradalls, all front end loaders,

tandem scrapers, pippin types backhoes, boat captains, batch plant with mixer, drill self contained (drill-master type), CMI Autograde, milling machine, vemeer saw, conveyor loader (euclid type) scraper and tournapulls, bulldozers and tractors, concrete pumps, motor patrols, mechanic welders, log skidder, side boom, bobcat type (with attachments), boring machines including directional boring machines, chipper with boom, hydro ax, machines similar to the above including remote control equipment.

GROUP 1a: Crawler backhoes and Crawler gradalls over one cubic yard factory rating; Hydraulic backhoes over one cubic yard factory rating; All types of cranes 15 ton and over factory rating; Single person operation truck cranes 15 ton and over factory rating; Cherry picker type machinery and equipment 15 ton and over factory rating; Machines similar to above, including remote control equipment; Equipment in this Wage Group that does not require an oiler.

GROUP 2 - Spreaders, asphalt plant engineers, rollers (high grade finishing), machine similar to above, including remote control equipment.

GROUP 3 - Welding machine, well points, compressors, pump heaters, farm tractors, form line graders, ditch witch type trencher, road finishing machines, concrete breaking machines, rollers, miscellaneous equipment operator, seaman pulverizing mixer, power broom, seeding spreader, tireman - (for power equipment) conveyors, loaders other than EUC type, conveyors, driller second class, machines similar to the above including remote control equipment.

GROUP 4 - Fireman and grease truck

GROUP 5 - Oilers and deck hands

GROUP 6 - All machines with booms (including jibs, masts, leads, etc.) 100 ft. and over.

GROUP 6a: All machines with Booms (including Jibs, Masts, Leads, etc.) 100 feet 15 ton and over factory rating; Machines similar to above, including remote control equipment; Equipment in this Wage Group that does not require an oiler.

TOXIC/HAZZARDOUS WAST REMOVAL

Add 20 per cent to basic hourly rate for all classifications

ENGI0542-022 05/01/2004

	Rates	Fringes
Power equipment operators:		
(HEAVY CONSTRUCTION:)		
GROUP 1.....	\$ 22.93	13.98+A
GROUP 1a.....	\$ 25.18	14.64+A
GROUP 2.....	\$ 22.65	13.89+A
GROUP 2a.....	\$ 24.90	14.55+A
GROUP 3.....	\$ 20.11	12.65+A
GROUP 4.....	\$ 18.98	12.31+A
GROUP 5.....	\$ 18.53	12.18+A
GROUP 6.....	\$ 17.64	11.93+A

HEAVY CONSTRUCTION:

FOOTNOTE:

A: PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, the employee works the day before and the day after the holiday.

TOXIC/HAZZARDOUS WASTE REMOVAL

Add 20 per cent to basic hourly rate for all classifications

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Machines doing hook work, any machine handling machinery, cable spinning machines, helicopters, machines similar to the above, including remote control equipment.

GROUP 1a: Machines doing hook work; Machines handling machinery; All types of cranes 15 ton and over factory rating; Cable ways; Draglines 15 ton and over factory rating; High Rail/Burro Crane 15 ton and over factory rating; Rail Loader (Winch Boom Type) 15 ton and over factory rating; Machines similar to above, including remote control equipment; Equipment in this Wage Group that does not require an oiler.

GROUP 2: All types of cranes (except cranes doing hook work), backhoes, cableways, draglines, keystones, shovels, derricks, trench shovels, trenching machines, hoist with two towers, pavers 21E and over, overhead cranes, building hoists (double drum) gradalls, mucking machines in tunnels, front end loaders, tandem scrapers, pippin type backhoes, boat captains, batch plant operators concrete drills, self-contained rotary drills, fork lifts, 20ft, lift and over, scrapers, tournapulls, spreaders, bulldozers and tractors, rollers (high grade finishing), mechanic-welder, motor patrols, concrete pumps, grease truck, bob cat type (all attachments), boring machines including directional boring machines, hydro ax, side boom, vermeer saw, chipper with boom, machines similar to the above including remote control equipment

GROUP 2a: Crawler backhoes and crawler gradalls over one cubic yard factory rating; Hydraulic backhoes over one cubic yard factory rating; Equipment 15 ton and over factory rating; Machines similar to above, including remote control equipment; Equipment in this Wage Group that does not require an oiler.

GROUP 3: Conveyors, building hoist (single drum), high or low pressure boilers, drill operators, well drillers, asphalt plant engineers, ditch witch type trencher, second class driller, forklift truck under 20ft. lift, stump grinder tireman grinder, tireman (for power equipment), machines similar to above including remote control equipment.

GROUP 4: Welding machines, well points, compressors, pumps, heaters, farm tractors, form line graders, road finishing machines, concrete breaking machines, rollers, seaman pulverizing mixer, power boom, seeding spreader, chipper without boom, machines similar to the above including remote control equipment.

GROUP 5: Fireman.

GROUP 6: Oilers and deck hands (personnel boats).

IRON0036-002 07/01/2003

CARBON, LEHIGH (Except Fogelsville), NORTHAMPTON AND MONROE
(Except Tobyhanna Army Depot)

	Rates	Fringes
Ironworkers:		
Projects Over 25 Million		
Dollars.....\$ 26.95		14.02
Projects Under 25 Million		
Dollars.....\$ 26.45		14.02

IRON0404-006 01/01/2005

ADAMS, CUMBERLAND, DAUPHIN, LEBANON (Western 3/4), LANCASTER
(Western part), LYCOMING, MONTGOMERY, NORTHUMBERLAND, JUNIATA,
PERRY, SCHUYLKILL (Western tip to include the twps. of Fearnot,
Good Spring, Hegins, Jolett, Klingerstown, Muir, Pittman Haas,
Rough and Ready, Sacramento, Spring Glen, Suedberg, Tower City,
and Valley View), SNYDER, UNION, AND YORK COUNTIES

	Rates	Fringes
Ironworkers:		
Reinforcing.....\$ 21.92		14.20
Structural, Ornamental.....\$ 24.92		14.20

IRON0420-006 07/01/2003

BERKS, LANCASTER (Eastern Part), LEBANON (Eastern 1/4), LEHIGH
(Fogelsville), AND SCHUYLKILL (Remainder) COUNTIES

	Rates	Fringes
Ironworkers:		
Projects less than		
\$200,000,000.....\$ 24.10		13.45
STRUCTURAL, ORNAMENTAL, AND REINFORCING: Projects		
\$200,000,000 and greater, (all work).....\$ 26.10		13.45

IRON0489-002 07/01/2003

BRADFORD, COLUMBIA, LACKAWANNA, LUZERNE, MONROE (Tobyhanna
Depot only), PIKE, SULLIVAN, TIOGA, SUSQUEHANNA, WAYNE,
WYOMING, CARBON (Northern tip - McAdoo), LYCOMING (Southern tip
- Hughesville)

	Rates	Fringes
Ironworkers:		
Reinforcing.....\$ 25.92		14.85
Structural and Ornamental...\$ 26.17		14.85

* LABO0158-001 05/01/2004

	Rates	Fringes
Laborers:		
GROUP 1.....\$ 17.78		7.68
GROUP 2.....\$ 18.42		7.68

GROUP 3.....	\$ 18.13	7.68
GROUP 4.....	\$ 13.17	7.68
GROUP 5.....	\$ 18.80	7.68
GROUP 6.....	\$ 20.79	7.68
GROUP 7.....	\$ 18.22	7.68
GROUP 8.....	\$ 18.51	7.68
GROUP 9.....	\$ 18.99	7.68
GROUP 10.....	\$ 19.35	7.68
GROUP 11.....	\$ 19.73	7.68

LABORERS CLASSIFICATIONS

GROUP 1: Common laborers, concrete pitman, puddlers, highway slab reinforcement placers, dumpman, landscape seeders, planters, arborist, magazine tenders, laser beam, spotters, railroad trackman, signalman, waterproofing labers, fencing (highway right of way or property line), concrete tester, grade checker, highway guard rail, highway direction signs, (ground mounted or structural mounted), asphalt rakers, asphalt tamper, creedman and lutes conduit and duct layers, pneumatic tool operators, jackmammers, paving breakers, concrete saws, asphalt saws, whackers, tampers, vibrators, chainsaw, and concrete block layers (bridge slopes), sheet hammer, electric vibrators, pipe layers, conduit and duct line layers, burning torch.

GROUP 2: Reinforcing steel placers, aligning, bonding, securiing and welders blasters

GROUP 3: Caisson-open air below 8 feet, cofferdam open air below 8 feet where excavations for circular caissons and cofferdams 8 ft and below level of natural grade adjacent to starting point, form setters (road) wagon drill diamond point drill, gunite nozzle operators, walk behind rollers and concrete rubbers.

GROUP 4: Flag person, traffic directors

GROUP 5: Concrete surfacers

GROUP 6: Toxic waste and asbestos removal

FREE AIR TUNNELS AND ROCK SHAFTS

GROUP 7: Outside labers in conjunction with tunnels, rock shafts and change house attendant

GROUP 8: Chuck tenders, muckers, nippers, miners, inside laborers, grout men, powder-carriers, form-men

GROUP 9: Miners, drillers, blasters, pneumatic shield operators, lining, spotting and timber workmen

GROUP 10: Reinforcing steel placers, bending, aligning and securing and maintenance men

GROUP 11: Concrete surfacers , welders

PAIN0021-026 05/01/2004

ADAMS, CUMBERLAND, DAUPHIN, LANCASTER, PERRY, AND YORK COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 24.58	6.20
Brush.....	\$ 21.75	6.20
Spray, Sandblast.....	\$ 22.75	6.20

PAIN0057-021 06/01/2004
JUNIATA COUNTY

	Rates	Fringes
Painters: (Commercial)		
Brush and Roller.....	\$ 21.23	10.35
Painters: (Industrial)		
Brush and Roller.....	\$ 23.53	10.35
Spray.....	\$ 24.03	10.35

PAIN1021-001 05/01/2004
BERKS, CARBON, LEBANON, LEHIGH, NORTHAMPTON, AND MONROE COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 22.97	9.70
Brush and Roller.....	\$ 22.10	9.70
Spray and Sandblast.....	\$ 23.10	9.70

PAIN1021-002 05/01/2004
BRADFORD, COLUMBIA, LACKWANNA, LUZERNE, LYCOMING, MONTGOMERY,
NORTHAMPTON, PIKE, SCHUYLKILL, SNYDER, SULLIVAN,
SUSQUEHANNA, TIOGA, UNION, WAYNE, WYOMING COUNTIES

	Rates	Fringes
Painters:		
Bridge; Brush, Roller.....	\$ 22.85	9.45
Bridge; Spray.....	\$ 23.85	9.45
Brush and roller.....	\$ 21.90	9.45
Spray, Sandblast.....	\$ 22.90	9.45

PLAS0592-004 06/01/2004
MONROE COUNTY; (EXCEPT TOBYHANNA DEPOT)

	Rates	Fringes
Cement Mason.....	\$ 23.33	5.50

PLAS0592-005 06/01/2004
COLUMBIA COUNTY

	Rates	Fringes
Cement Mason.....	\$ 23.33	5.50

PLAS0592-017 06/01/2004

	Rates	Fringes
Cement Mason		
BRADFORD, LACKAWANNA,		
LUZERNE, LYCOMING, MONROE		
(Tobyhanna), SCHUYLKILL,		
SULLIVAN, TIOGA, UNION AND		
WYOMING COUNTIES.....	\$ 23.33	5.50

PLAS9592-002 05/01/2000
MONROE COUNTY (TOBYHANNA ARMY DEPOT)

	Rates	Fringes
Cement Mason.....	\$ 21.88	4.05

TEAM0229-003 05/01/2004

	Rates	Fringes
Truck Driver (ADAMS, BERKS, CARBON, COLUMBIA, CUMBERLAND, DAUPHIN, JUNIATA, LACKAWANA, LANCASTER, LEBANON, LEHIGH, LUZERNE, LYCOMING, MONROE, MONTGOMERY, NORTHAMPTON, NORTHUMBERLAND, PERRY, PIKE, SCHUYLKILL, SNYDER, SULLIVAN, SUSQUEHANNA, UNION, WAYNE, WYOMING, AND YORK COUNTIES)		
GROUP 1.....	\$ 24.43	0.00
GROUP 2.....	\$ 24.50	0.00
GROUP 3.....	\$ 24.99	0.00
Truck drivers: (BRADFORD AND TIOGA COUNTIES)		
GROUP 1.....	\$ 15.54	8.89
GROUP 2.....	\$ 15.61	8.89
GROUP 3.....	\$ 16.10	8.89
TRUCK DRIVERS CLASSIFICATIONS		
GROUP 1: Flat Bed Truck (Single-Axle), Dump Trucks (Under 10 Yds Single Axle), Stake Body Trck (Single Axle), Dumpster (Single Axle)		
GROUP 2: Dump Truck (Over 10 Yds), Asphalt Distributors, Transit Mix (Under 5 Yds), Transit Mix (Over 5 Yds.), Flat or Stake Body (Tandem), Fuel Truck A-Frame/Winch Trucks, Dry Batch Truck, Truck Mounted Sweeper and Vac Trucks, Buses, Dumpster (Tandem)		
GROUP 3: Euclid-Type, Off Highway Equipment-Back or Double Bottom Dump Trucks (Over 20 Tons), Straddle Trucks, Pusher, Articulate Dumped Trucks, Low Boy Trailers, Semi Trailers Water Tank, Sprinkler Trucks, Winch Trucks and Fuel Trucks shall be governed by the appropriate classification as listed above.		

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.
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Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates
listed under the identifier do not reflect collectively
bargained wage and fringe benefit rates. Other designations
indicate unions whose rates have been determined to be
prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can
be:

* an existing published wage determination

- * a survey underlying a wage determination
 - * a Wage and Hour Division letter setting forth a position on a wage determination matter
 - * a conformance (additional classification and rate) ruling
- On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

- 2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

- 3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

- 4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

"COVERED AREAS" and MINORITY GOALS

NY Chenango; NY Delaware; NY Otsego; NY Schuyler; NY Steuben; NY Tompkins; PA Bradford; PA Tioga.

Minority Goals - 1.2%

Female Goals - 6.9%

SCOPE OF WORK

PURCHASE REQUEST

1. To supply all labor, equipment, and material to construct and install [3] completely operational sliding “automatic” security gates for the US. Army Corps of Engineers at the following locations; [1] at the Cowanesque Dam near Lawrenceville, Pa., [1] at the Tioga Dam near Tioga, Pa. and [1] at the Ives Run Recreation Area near Tioga, Pa.
2. Specifications: page 2,3
3. Justification: To provide project security and safe area access for authorized personnel.
4. Completion date: 15 July,2005.

SPECIFICATIONS

1. The contractor shall coordinate the exact location for each gate installation with the Contracting Officer or his Representative.
2. The contractor shall be required to provide electric to the gate from a source to be coordinated with the Contracting officer or his Representative. This will include but will not be limited to all excavation, backfilling, blacktop patching, equipment, material and labor associated with this phase of work. All wiring shall be in compliance with the National Electric Code and requirements of the gate operator manufacturer. Wiring service shall be installed underground in conduit and all excavations shall be backfilled and rough graded and all disturbed blacktop areas shall be patched.
3. Gates shall be designed for a nominal opening of 25' with a nominal height of 5'. They shall be constructed of 2" galvanized pipe with a reinforcing grid spaced to reduce deflection and prevent vehicle encroachment. All mounting hardware such as posts rollers etc. shall be included.
4. The gates shall be equipped with and be designed to operate [open and close] both with a stationary mounted keypad and a remote hand held controller. The contractor shall provide [2] remotes with each gate. The gate operators shall be specifically designed and manufactured as gate operators.
5. At the completion of each installation the contractor will provide an operational and instructional demonstration for the Contracting Officer or his Representative and other designated government representatives.
6. The contractor shall comply with all applicable Federal, State and local laws and regulations and shall comply with safety manual EM 385-1-1. (One will be provided.)

This will include but not be limited to:

 - a. Submission for approval prior to start of work
 1. Safety Plan with an Activity Hazard Analysis
 - * Safety plan shall also include but not be limited to provisions for traffic control, visitor safety, and good housekeeping.
6. All work shall be coordinated through the Contracting Officer or his designated Representative.
7. The Contractor shall fully warrant all work performed under this contract against defects in material and workmanship. All work and equipment shall be subject to

inspection by the Contracting Officer or his representative prior to acceptance of the work. The Contractor shall remedy, at the Contractor's expense, any failure to conform to the specifications or any noted defect.

SPECIFICATIONS

Page 3

8. Any change or modification to the specifications shall require prior approval from the Contracting officer.
9. The contractor shall be required to comply with all security requirements at no additional cost to the government. These requirements will include but will not be limited to the following;
 - a. All contractor vehicles shall have some type of approved visible identification marker
 - b. All contractor employees shall have a visible contractor identification
 - c. All contractor employees shall be citizens of the United states of America or be an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card, Form I-151, or who presents other evidence from the INS that employment will not affect his/her immigration status.
9. **For further information or to arrange a site visit contact:**
MTN. FOREMAN L.P. WHIPPLE
TELEPHONE 570-835 0107/5281

